

**AGREEMENT**

**BETWEEN**

**THE GLOUCESTER COUNTY  
PROSECUTOR**

**AND**

**P.B.A. LOCAL #122**

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**JANUARY 1, 2010 THROUGH DECEMBER 31, 2014**

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## **ARTICLE I RECOGNITION**

The County of Gloucester recognizes the New Jersey State Policemen's Benevolent Association, Local #122, as the exclusive majority representative for the purpose of collective negotiations regarding terms and conditions of employment of the salaried and sworn personnel, for the Investigators/Detectives of the Gloucester County Prosecutor's Office.

## **ARTICLE II AGENCY SHOP**

1. The County agrees to deduct the fair share fee from the earnings of those Employees who elect not to become members of the Association and transmit the fee to the majority representative.
2. The deduction shall commence for each Employee who elects not to become a member of the Association during the month following written notice from the Association of the amount of the fair share assessment. A copy of written notice of the amount of the fair share assessment must also be furnished to the New Jersey Public Employment Relations Commission.
3. The fair share fee for services rendered by the Association shall be in an amount equal to the regular membership dues, initiation fees and assessments of the Association, less the cost of benefits financed through the dues and available only to members of the Association, but in no event shall the fee exceed eighty-five (85%) of the regular membership dues, fees and assessments.
4. The sum representing the fair share fee shall not reflect the costs of financial support of political causes of candidates, except to the extent that it is necessary for the Association to engage in lobbying activity designed to foster its policy goals in collective negotiations

and contract administration, and to secure the Employees it represents, advances in wages, hours, and other conditions of employment which ordinarily cannot be secured through collective negotiations with the County.

5. Prior to January 1<sup>st</sup> and January 31<sup>st</sup> of each year, the Association shall provide advance written notice to the New Jersey Public Employment Relations Commission, the County, and to all Employees within the unit, of the fair share fee for services enumerated above.
6. The Association shall establish and maintain any procedure whereby any Employee can challenge the assessment as computed by the Association. This appeal procedure shall in no way involve the County or require the County to take any action other than to hold the fee in escrow pending resolution of the appeal.
7. The Association shall indemnify, defend, and save the County harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken by the County in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the Association to the County, or in reliance upon the official notification on the letterhead of the Association and signed by the President of the Association, advising of such changed deduction.
8. Membership in the Association is separate, apart and distinct from the assumption by one of the equal obligations to the extent that he/she has received equal benefits. The Association is required under this Agreement to represent all of the Employees in the bargaining unit fairly and equally, without regard to Association membership. The terms of this Agreement have been made for all Employees in the bargaining unit, and not only for members in the Association and this Agreement has been executed by the County after it had satisfied itself that the Association is a proper majority representative.

## **ARTICLE III GRIEVANCE PROCEDURE**

### **1. Definitions**

- A. *Grievance* – an allegation by an Employee that a specific provision of this Agreement has been violated.
- B. *Employee* – any member of this bargaining unit.
- C. *Employer* – the Prosecutor of the County of Gloucester.

### **2. Purpose**

- A. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.
- B. Nothing herein contained shall be construed as limiting the right of any Employee having a grievance to discuss the matter informally with any appropriate member of the administration; and to have the grievance adjusted without the intervention of P.B.A. Local #122.

### **3. Presentation**

The majority representative or its designee shall have the right to present his/her grievance on his/her own, or by an attorney, or to designate a representative of P.B.A. Local #122 to appear with him/her in accordance with the following steps:

STEP I – the majority representative or its designee shall deliver a written and signed grievance to his/her Chief within ten (10) calendar days of the occurrence of the

grievance. The Chief shall render a written decision within ten (10) days after receipt of the grievance.

STEP II – In the event a satisfactory settlement has not been reached through Step I procedures, the Employee may file a written signed grievance with the Prosecutor, or his designee, within five (5) calendar days following the receipt of the decision at Step I. The Prosecutor, or designee, shall render a written decision within ten (10) calendar days after receipt of the grievance.

STEP III – In the event that the aggrieved person is not satisfied with the decision of the County Prosecutor, the aggrieved person or P.B.A. Local #122, on his/her behalf, has fifteen (15) days within which to notify the Prosecutor, in writing, of his/her intentions to file for binding arbitration.

- A. The arbitrator shall be selected in accordance with the rules and regulations of the New Jersey Public Employment Relations Commission.
- B. The Arbitrator's decision shall be in writing and shall not be issued later than thirty (30) calendar days after the close of the arbitration hearing. The decision shall set forth the Arbitrator's findings of fact, reasons, and conclusions on the issue or issues submitted.
- C. The cost for the services of the Arbitrator shall be borne equally by the County of Gloucester and P.B.A. Local #122. All other expenses incidental to and arising out of the arbitration shall be paid by the party incurring same.
- D. The Arbitrator's decision shall be final and binding on both parties.

The time limits specified in the grievance procedure shall be construed as maximum time limits. However, these may be extended upon mutual agreement between the parties in writing.

#### **ARTICLE IV MANAGEMENT RIGHTS**

Except as modified, altered, or amended by the within Agreement and subject to law, the Employer shall not be limited in the exercise of his statutory management functions. The Employer hereby retains the exclusive right to hire, direct, and assign the working force; to plan, direct, and control operations; to discontinue, reorganize or combine any section with any consequent reduction or other changes in the working force observing demotional rights established by the Department of Personnel procedures; to introduce new or improved methods of facilities regardless of whether or not the same causes a reduction in the working force, and in all respect to carry out the ordinary and customary functions of management, including the establishment of such operational rules as it shall deem advisable.

#### **ARTICLE V WAIVER CLAUSE**

The parties agree that all negotiable items have been negotiated and that this Agreement constitutes the full agreement of the parties on those items.

#### **ARTICLE VI WORK CONTINUITY**

P.B.A. Local #122 agrees that, for the life of this contract, there shall be no strike, slow down, sick out, or other similar concerted action, nor shall there be any individual action, the purpose of which is to induce the Employee to engage in such prohibited activities.

**ARTICLE VII  
RATES OF PAY**

The following represents the salary guide effective January 1, 2010 for employees hired prior to January 1, 2014, and includes the base salary for each step of the guide.

**SALARY GUIDE  
Employees Hired Prior to January 1, 2014**

Steps	2010	2011	2012	2013	2014
9	\$72,475	\$73,925	\$75,403	\$76,911	\$78,449
8	\$75,577	\$77,089	\$78,630	\$80,203	\$81,807
7	\$78,680	\$80,254	\$81,859	\$83,496	\$85,166
6	\$79,973	\$81,572	\$83,204	\$84,868	\$86,565
5	\$81,783	\$83,419	\$85,087	\$86,789	\$88,525
4	\$82,817	\$84,473	\$86,163	\$87,886	\$89,644
3	\$87,145	\$88,888	\$90,666	\$92,479	\$94,329
2	\$91,149	\$92,972	\$94,831	\$96,728	\$98,663
1	\$93,872	\$95,749	\$97,664	\$99,618	\$101,610

**Employees Hired After January 1, 2014**

Recruit/In Academy	\$75,311
Post Academy	\$76,064
Post Academy/1 yr. Experience	\$76,825
Step 9	\$78,449
Step 8	\$81,807
Step 7	\$85,166
Step 6	\$86,565
Step 5	\$88,525
Step 4	\$89,664
Step 3	\$94,329
Step 2	\$98,663
Step 1	\$101,610

The pay scale and step for each employee currently employed is set forth in Schedule A attached hereto.

Rates of compensation provided for in this agreement are fixed on the basis of full time service in a full time position. If any position is established on a basis of less than full time service, or if the incumbent of any full time position is accepted for employment on a part time

basis only, the rate of compensation provided for the position (unless otherwise stated), shall be proportionately reduced in computing the rate of compensation payable for part time service.

The Gloucester County Prosecutor shall retain the right to hire any person at a starting salary at any level based on his discretion, but in no event to exceed First Class Investigator/Detective pay, Step One (1) nor less than Step Nine (9). For Employees hired after January 1, 2014, other than recruits in the academy, starting salary shall be at Step Nine (9), unless the Prosecutor determines otherwise, but in no event shall the salary be less than Step Nine (9) or greater than Step One (1). Whatever step an Employee is hired at, after twelve (12) months in grade, the Employee automatically moves up to the next pay grade.

In any case where a more qualified person is available, the Employer may make such an adjustment in the hiring rates as deemed necessary to properly and justifiably fill a position.

The attached pay scales are based on accumulated time as an Investigator/Detective with the Gloucester County Prosecutor's Office.

Other than for recruits in the academy, increments shall be automatic after twelve (12) months in grade. The Employee shall move to the next increment effective the following pay period after said Employee's anniversary date.

#### **ARTICLE VIII LONGEVITY**

Longevity shall be eliminated for all Employees effective upon the signing of this Agreement.

## **ARTICLE IX SICK LEAVE**

The minimum sick leave with pay shall accrue to any full-time Employee on the basis of one (1) working day per month during the remainder of the first calendar year of employment after the initial appointment, and fifteen (15) days as of the first working day of the year for each subsequent calendar year thereafter. All unused sick leave in any calendar year shall accumulate from year to year.

### **REIMBURSEMENT FOR UNUSED SICK LEAVE**

Effective upon the signing of this Agreement, the annual reimbursement of unused sick leave is eliminated for all Employees for calendar year 2011 and thereafter.

When the Employee covered under the Agreement retires from the Gloucester County Prosecutor's Office with twenty-five (25) years of credited service in a New Jersey locally or State administered pension system, or has terminated in good standing with fifteen (15) years of service with the Gloucester County Prosecutor's Office, the Employee shall be entitled to sell back 50% of his/her accumulated sick leave with a ceiling of \$15,000.00. The rate of pay for this sell back will be the Employee's hourly rate of pay at the time of retirement. A maximum of three (3) months terminal leave may be utilized prior to the last working day. This terminal leave provision is inapplicable to any Employees hired on or after May 22, 2010.

### **SICK LEAVE DONATION**

Any Employee who has suffered from a catastrophic illness or injury may receive sick leave voluntarily donated by fellow Employees, subject to the following conditions:

- A. A catastrophic illness or injury shall be understood as a condition which requires a period of treatment or recuperation, as a result of which the Employee has been

unable to work for at least two months or is expected to be out of work for at least two months based on medical prognosis.

- B. An Employee will be eligible to receive up to 90 days of donated sick leave, provided he or she has exhausted all accrued sick, vacation, and administrative leave.
- C. An Employee may donate up to five (5) sick days to another Employee provided he or she retains a balance of at least forty (40) sick days. An Employee may donate up to ten (10) days provided he or she retains a balance of eighty (80) days, or up to fifteen (15) days with a balance of one hundred twenty (120) days.
- D. Any donated sick days that remain unused by the recipient upon his or her return to work will be restored to the donor Employees on a pro-rated basis.
- E. No Employee shall be subject to coercion of any kind in connection with the donation of sick leave. Donations will be strictly confidential.

#### **BEREAVEMENT**

Employees shall be entitled to three (3) days leave per incident with pay for death in the immediate family. The immediate family is defined as: mother, father, husband, wife, child, sister, brother, aunts, uncles, nieces, nephews, in-laws, grandfather, grandmother, foster child, grandchild, and domestic partner as defined under New Jersey law.

Such bereavement leave shall not be deducted from annual sick leave.

#### **ARTICLE X VACATIONS**

Effective January 1, 2011, all full-time Employees shall be credited vacation leave based on years of service as follows:

During the first calendar year of employment: One working day of vacation for each full month of service.

The 2<sup>nd</sup> through 4<sup>th</sup> year in which a member's service anniversary falls, fourteen (14) vacation days per year.

The 5<sup>th</sup> through 9<sup>th</sup> year in which a member's service anniversary falls, sixteen (16) vacation days per year.

The 10<sup>th</sup> through 14<sup>th</sup> year in which a member's service anniversary falls, twenty (20) vacation days per year.

The 15<sup>th</sup> through 19<sup>th</sup> year in which a member's service anniversary falls, twenty-five (25) vacation days per year.

The 20<sup>th</sup> through 24<sup>th</sup> year in which a member's service anniversary falls, twenty-seven (27) vacation days per year.

For the 25<sup>th</sup> and years following, thirty-two (32) vacation days per year.

Where, in any calendar year, the vacation or any part of it is not taken by the Employee, such vacation leave or parts thereof shall accumulate and shall be granted during the next succeeding calendar year only.

The Employee shall be allowed to carry over the preceding year's earned vacation leave.

Upon the death of the Employee, any earned vacation leave, not used, shall be calculated and paid to the estate.

The Employee retiring or otherwise separating, shall be entitled to pro-rated allowance for the current year in which the separation, or retirement become effective. Any vacation leave, which may have been carried over from the preceding calendar year will be included.

## **REIMBURSEMENT OF UNUSED VACATION TIME**

Effective upon the signing of this Agreement, annual reimbursement of unused vacation time is eliminated for all Employees for calendar year 2011 and thereafter.

## **ARTICLE XI HOLIDAYS**

There shall be a minimum of thirteen (13) holidays per year, in accordance with the schedule to be determined by the Gloucester County Prosecutor. The Employer shall also allow an additional day as a floating holiday (Columbus Day) to be taken as an additional personal day at the Employee's choice. Additional holidays shall be granted as legally mandated or by determination of the Employer.

Any association member who is called to duty, or is required or scheduled to work any special assignment on any holiday, will be compensated at the rate of time and one-half (1½) for all hours worked during that holiday.

## **ARTICLE XII PERSONAL DAYS**

Every member of this bargaining unit will receive three (3) personal days, one of which shall be the floating holiday referenced in Article XI. These days must be used in the calendar year in which they are earned. If possible, personal days should be requested by the Employee 48 hours in advance, and must receive approval from the County Prosecutor or his designee. Personal days are defined as days needed to conduct personal business which cannot be conducted except during normal working hours. For the purpose of this contract, the Employee shall not be required to disclose the reasons for this personal day.

### **ARTICLE XIII EXPENSES**

Members of this bargaining unit shall be entitled to compensation of all reasonable expenses incurred in the performance of his/her duties, provided receipts for items purchased are produced. Employee reimbursement for expenses/travel per diem will be at the rate of \$50.00 per day.

### **ARTICLE XIV TELEPHONE**

All members of the bargaining unit shall be reimbursed by the Employer for all telephone toll calls relating to the performance of the job. All expenses submitted are subject to review by the Prosecutor or his designee.

### **ARTICLE XV HOURS OF WORK**

The work period for all unit members shall be considered to be thirty-five (35) hours during a one (1) week period. The normal working day will commence at 8:00 a.m. and terminate at 4:00 p.m.

### **ARTICLE XVI EDUCATION ASSISTANCE/INCENTIVE**

The Employer agrees to reimburse tuition and book costs upon satisfactory completion, up to a maximum of \$850.00 per year, per Employee as of January 1, 2005; \$900.00 per year, per Employee as of January 1, 2006; \$950.00 per year, per Employee as of January 1, 2007; \$1,000.00 per year, per Employee as of January 1 2008; and \$1,000.00 per year, per Employee as of January 1, 2009, for courses that are approved in advance and related to or may lead to the advancement in related positions, as determined by the Gloucester County Prosecutor or his designee.

Effective upon the signing of this Agreement, the educational bonus for an Associate or Bachelor's Degree shall be eliminated for all Employees.

## **ARTICLE XVII OVERTIME COMPENSATION**

The first five (5) hours worked during any such one (1) week period, in excess of thirty-five (35) hours, shall be compensated either at the straight time rate of the Employee's hourly rate, or as compensatory time, hour for hour, at the election of the Employee.

That for all hours worked in excess of forty (40) hours during any such one (1) week period, the unit members shall receive time and one-half (1½) of his/her regular hourly rate. For overtime calculation purposes, time worked includes vacation leave, compensatory time leave, sick leave, bereavement leave, administrative leave, union leave and holiday leave. An Employee may carry over to the following year up to thirty-five (35) hours, increased to one-hundred and five (105) hours of accrued compensatory time upon signing of this Agreement. No Employee may carry over to the following year more than 105 hours of accrued compensatory time. Any additional regular hours worked between November 1<sup>st</sup> and December 31<sup>st</sup> that exceed the one-hundred and five (105) hour cap will be paid at the Employee's straight-time rate. Any time accrued over one-hundred and five (105) hours shall be used within a thirty (30) day period, unless permission to extend the period is granted from the County Prosecutor or designee. Any unused compensatory time shall be paid to the Employee at time of retirement or separation from employment.

**ARTICLE XVIII  
STANDBY COMPENSATION/PAY**

If any unit Employee is required to be on weekend standby, such Employee shall be compensated ten (10) hours compensatory/overtime. If the Employee is called out, the Employee shall be paid time and one-half (1 ½) for all hours worked.

If any unit member is required to be on weekend standby wherein a holiday immediately precedes or follows the weekend, the Employee shall be compensated (10) hours compensatory/overtime hours for Saturday and Sunday. The Employee will also be given ten (10) hours additional compensatory/overtime for the holiday. If the Employee is called out, he/she will receive time and one-half (1 ½) his/her regular hourly rate for hours worked during the holiday.

Whether the standby compensatory time is given as straight time (hour for hour off) or at a paid rate or time and one-half (1 ½), will be determined by the Employee's total accumulated hours during the one-week period. Time worked over 35 hours, but less than 40 hours, shall be compensated either at the straight time rate at the Employee's hourly rate, or as compensatory time, hour for hour, at the election of the Employee. Hours worked in excess of 40 hours for the one week pay period will be at a rate of pay of one and one-half (1 ½) time the Employee's regular hourly rate of pay.

**ARTICLE XIX  
OUTSIDE EMPLOYMENT**

No Employee covered by this Agreement shall hold any outside employment without obtaining prior written approval from the Prosecutor or his expressed designee. Such approval shall not be unreasonably withheld.

## **ARTICLE XX AUTOMOBILE**

Subject to the sole determination of the Prosecutor, automobiles may be furnished to members of this bargaining unit in order to complete their employment responsibilities. However, if any such person is required to use his/her personal vehicle, at any time, for County business, he/she will be reimbursed at the applicable I.R.S. rate per mile, or at any increased rate as may be granted by the Prosecutor. No use of a personal vehicle will be compensated without prior approval by the Prosecutor or his designee.

## **ARTICLE XXI MEDICAL COVERAGE**

SECTION 1: The Employer agrees to continue the following insurance coverage for the Employee and his or her family:

There shall be no change in the medical coverage presently maintained and paid for by the Board of Chosen Freeholders on behalf of the Employees, except in the case of a new plan that is equivalent or better. No changes will be made without first discussing them with P.B.A. Local #122.

**A. Medical.** Employees may choose either of QPOS 5 and QPOS 10 with co-payments of \$5.00 and \$10.00 for primary care physicians, \$5.00 and \$15.00 for specialists, and \$25.00 and \$35.00 for emergency room treatment, under QPOS 5 and QPOS 10 respectively. Effective upon the next open enrollment period, PPO coverage will no longer be available for any Employee.

**B. Vision Care.** Allowances for the following items shall be as indicated: examination \$30.00; Frames \$20.00; single vision lenses \$30.00; bifocal lenses \$40.00; trifocal lenses \$50.00; lenticular lenses \$100.00; contact lenses \$200.00.

C. **Prescription.** The Employee co-payment will be increased to \$5.00 for each generic prescription and \$10.00 for each preferred brand-named prescription, and \$20.00 for each non-preferred brand-named prescriptions. Syringes will be covered by the plan.

D. **Premium Sharing.** All active Employees who receive medical and prescription coverage provided by the Employer shall contribute 1.5% of their base pay or an amount equal to the actual cost of selected coverage, whichever is less, through payroll deductions, towards the cost of health benefits. These payments shall be made on a pre-tax basis pursuant to an IRS Section 125 Salary Reduction Premium Only Plan, in accordance with the Employer's regular payroll practices. Unless otherwise required by State law, these contributions shall cease upon an Employee's retirement. This 1.5% base pay contribution shall not be required by any active Employee who has opted out of medical and prescription insurance coverage and/or receives only dental or vision coverage, unless expressly stated by law. Effective upon the signing of this Agreement, Employee contributions shall change in accordance with any changes in State law, once those changes become effective.

SECTION 2: The Employer agrees to provide disability coverage to all eligible Employees under the State Temporary Disability Benefits Law. Coverage will be financed by Employer-Employee contributions as required by law.

SECTION 3: The Employer shall continue to provide dental insurance in accordance with the current indemnity plan for Employees only, at a cost to the Employer which shall not exceed \$22.00 per month. There shall be no deductible for any of the services provided under the plan. As an alternative to the indemnity plan, the Employer shall offer coverage through a dental plan organization, the terms of which shall be agreed upon by the Employer and P.B.A. Local #122. Employees who elect to enroll in the dental plan organization may also enroll their dependents.

However, in no case shall the Employer be required to pay a higher monthly premium for any such Employee than it would have paid for Employee-only coverage under the indemnity plan. Any premium costs shall be incurred by an Employee through payroll deductions on a pretax basis, as authorized by Section 125 of the Internal Revenue Code. Open enrollment periods for the dental plans shall be in November of each year, for coverage beginning the following February.

SECTION 4: Employees who terminate their employment or are on unpaid leave of absence after the fifth day of the month shall have their health benefits continued by the Employer for one calendar month following the month in which the leave begins. Employees on approved leaves of absence may continue coverage thereafter at their own expense by paying the applicable premium charges to the employer four (4) weeks in advance of the coverage month.

SECTION 5: In January of each year, Employees who are enrolled in the medical or prescription plans pursuant to Section 1(A) may elect to waive either or both coverages, subject to the following provisions:

- A. Employees will be permitted to waive Employer provided medical coverage only upon furnishing proof of other medical coverage through a spouse's employer or other source.
- B. Employees who waive medical and/or prescription coverage shall receive a monthly payment in lieu of insurance, depending upon the type of coverage for which they are otherwise eligible, as set forth below.

Employee only medical	\$90.00 per month
Parent/Child medical	\$130.00 per month
Husband/Wife medical	\$160.00 per month
Family medical	\$225.00 per month

Employee only prescription	\$15.00 per month
Family prescription	\$35.00 per month

- C. Waivers of coverage shall remain in effect unless the Employee elects to re-enroll during subsequent open enrollment period or unless the Employee loses his or her alternative coverage, (i.e. termination of a spouse's employment). An employee who re-enrolls because of a loss of alternative coverage shall resume coverage under the Employer's plan within sixty (60) days after giving notice or as soon thereafter as is permitted under the insurance then in effect.
- D. Waivers of coverage will take effect February 1, following the Employee's election. Payments will commence by the end of February and will continue thereafter on a regular basis each month while the waiver of coverage remains in effect.
- E. In case of a change in dependent status, Employees who have waived their health benefits will have their monthly payments adjusted to reflect the appropriate category as set forth in subsection (B) above, beginning with the month following the change in status.
- F. Employees who have waived coverage, but plan to apply for post-retirement medical or prescription coverage pursuant to paragraphs A and C of Article XXI, must be re-enrolled in the respective plans not less than one (1) year prior to retirement.

## ARTICLE XXII MEDICAL COVERAGE UPON RETIREMENT

The Employer shall continue to pay for the Employee's family health coverage, under the New Jersey State Health Medical Benefit Act or its equivalent, upon the Employee's retirement

from a New Jersey locally or State administered pension system. The Employee must retire from said pension system with twenty-five (25) years of credited service.

The Employer shall also continue to pay for the Employee's prescription plan, including family prescription plan, (which shall be the same plan as available to active employees), upon the Employee's retirement from a New Jersey locally or State administered pension system. The Employee must retire from said system with twenty-five (25) years of credited service and have seven (7) years of service with the County of Gloucester before becoming eligible for this benefit. Health and prescription coverage shall continue for the Employee's spouse and family in the event of the Employee's death.

### **ARTICLE XXIII LEAVE OF ABSENCE**

SECTION 1. Disability due to pregnancy shall be considered as any other disability in accordance with federal law.

SECTION 2. Leaves of absence without pay may be granted for a period not to exceed six (6) months with written approval of the respective appointing authority. Renewal by the appointing authority of such leave for another six (6) months may also be granted.

It is understood that childcare leave to care for an infant less than sixty (60) days of age at commencement of such leave is provided in this section.

#### **Family Medical Leave**

All applicable requirements of the State Family Leave Act (hereinafter "FLA") and the Federal Family and Medical Leave Act (hereinafter "FMLA") shall be followed with respect to Employees who request leave for:

- (a) childbirth
- (b) care of a newborn child

- (c) care of a newly adopted child
- (d) care of a newly placed foster child
- (e) care of a parent, child or spouse with a serious health condition
- (f) serious health condition on the part of the employee.

In accordance with the FMLA, Employees with at least one year of service who have worked for the Employer at least 1,250 hours in the preceding twelve months (1,000 hours under the FLA) are entitled to twelve weeks of qualifying leave during a twelve-month period (24-month period under the FLA). An Employee's twelve-week leave period shall be measured beginning with his/her first day of FMLA leave. Paid leave time will count as time worked for purposes of meeting the hours-of-work threshold. However, paid vacation, administrative or compensatory time off shall not be counted against an Employee's twelve-week FMLA or FLA entitlement, regardless of whether such leave is used for an otherwise qualifying reason.

Any Employee taking an unpaid leave of absence shall be permitted to continue his/her health benefit coverage after Employer-paid coverage ends by paying the monthly premiums prior to the coverage month. In addition, an eligible Employee who takes leave qualifying under the FLA or the FMLA shall have coverage continued by the Employer during such leave.

#### **ARTICLE XXIV CLOTHING ALLOWANCE**

1. Effective upon the signing of this Agreement, the annual clothing allowance shall be eliminated for all Employees for the remainder of calendar year 2011 and thereafter.
2. Members whose clothing has been damaged as a result of service and is no longer serviceable, shall be compensated for the full replacement value.

**ARTICLE XXV  
UNIT LEADER PAY**

The designated unit leader shall be compensated at the rate of a Sergeant when he assumes the responsibilities of said unit after two consecutive days or after 10 days cumulative in one year.

**ARTICLE XXVI  
ACKNOWLEDGEMENT OF STATUS AND RIGHTS**

For the term of this Agreement, the title of County Investigator shall be changed to Prosecutor's Detective. The title change only affects the actual "Title" itself and not the job description and Civil Service Classification. Said title change shall not affect the powers, duties, or rights attached to the Employee's position. Employees acknowledge that a Prosecutor's Detective is the equivalent, both professionally and legally, of a County Investigator pursuant to *N.J.S.A. 2A:157-10*. Employees further recognize that a Prosecutor's Detective is not the equivalent of a County Detective, as that position is defined by *N.J.S.A. 2A:157-2* and that, by virtue of the change in the Employee's job title to Prosecutor's Detective, the Employees will not become a member of the classified service of the Civil Service. Employees also agree to sign a Waiver acknowledging same. Said Waiver will be maintained in the Employee's Gloucester County Prosecutor's Office personnel files. The Employees are covered by the provisions under *N.J.S.A. 2A:157-10* and any amendments thereto.

**ARTICLE XXVII  
GENERAL PROVISIONS**

Should any portion of this Agreement be held unlawful and unenforceable by any Court of competent jurisdiction, such decision of the Court shall apply only to the specific portion of the Agreement affected by such decision.

It is agreed that the Employer and P.B.A. Local #122 may meet from time to time, upon reasonable request of either party, to discuss matters of general interest and concern, matters that are not necessarily a grievance as such. Such meetings may be initiated by written request of either party, which shall reflect the precise agenda of the meeting. A minimum of seven (7) days advanced notice will be given the P.B.A. Local #122 or the Employer.

All aspects of this Agreement, including salary and economic benefits, shall be retroactive to January 1, 2010, unless otherwise stated in the Agreement, and shall be paid to all employees on the payroll at the time that the Agreement has been signed and to any employee who retired between the expiration of the most recent contract and that date. Any employee who resigned or is terminated during this period is not eligible for retroactive pay, unless otherwise ordered by a Court or Administrative Agency. All retroactive monies will be paid as soon as possible after ratification of this Agreement. All such monies shall be paid by separate check and shall not be included in regular pay.

#### **ARTICLE XXVIII EQUAL TREATMENT**

The Employer agrees that there shall be no discrimination or favoritism for reasons of sex, age, nationality, race, religion, marital status, political affiliation, sexual orientation, physical challenge, union membership, or legal union activities.

#### **ARTICLE XXIX LIAISON**

A maximum of three (3) representatives of P.B.A. Local #122 and three (3) representatives for the Employer shall meet at a time mutually convenient to both parties during March and September to discuss substantive items of mutual concern. Such meeting may be initiated by either party to this Agreement upon written notification to the other party; and such

written notification shall explicitly list the items(s) for discussion so as to allow the other party opportunity to prepare relevant data so as to make such discussion productive. It is expressly understood that such meeting(s) are not intended to be negotiation sessions.

It will be the responsibility of all three, who ever they might be at the given time, to serve as representatives of the association with regard to the grievances or concerns, etc., and will serve for the duration of this contract or until replaced through resignation of a representative or vote of the body.

#### **ARTICLE XXX SENIORITY**

For purposes of layoffs and recalls, seniority shall be the determining factor, with seniority defined as the Employee's date of hire as an Investigator/Detective with the Gloucester County Prosecutor's Office. Upon written request from the Union, the Employer shall furnish a complete seniority list ranked by date of hire.

#### **ARTICLE XXXI DURATION**

This Agreement shall be effective as of January 1, 2010 and shall remain in full force and effect until the 31<sup>st</sup> day of December 2014 or until a new Agreement is signed.

It shall be automatically renewed from year to year thereafter unless either party shall notify the other, in writing, one hundred and twenty (120) days prior to the anniversary date, that it desires to modify the Agreement. In the event that such notice is given, negotiations shall begin not later than ninety (90) days prior to the anniversary date. This Agreement shall remain in force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph:

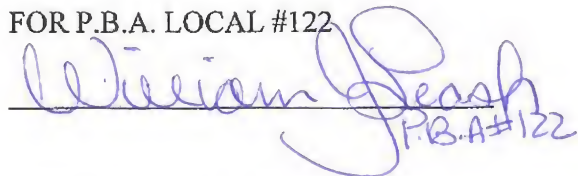
In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than thirty (30) days prior to the desired termination date, which shall not be before the anniversary date set forth in the preceding paragraph.

Any changes, modifications or amendments, or any one part of this contract shall not cause a change, modification or amendment in any other part unless expressly so stated and this Agreement shall continue in full force and effect. This writing contains the entire Agreement between the parties and shall not be changed, enlarged, diminished, or modified in any way except as herein granted with expressed written approval of both parties.

#### AUTHORIZED SIGNATURES

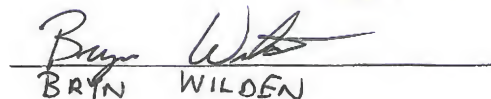
In witness thereof, the parties are authorized to sign below:

FOR P.B.A. LOCAL #122

  
P.B.A. #122

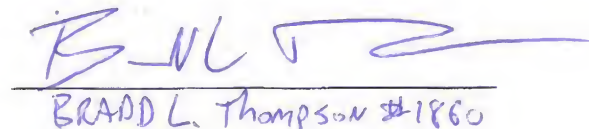
DATE

7/19/2011

  
BRYN WILDEN

DATE

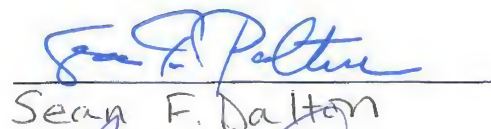
7-14-11

  
BRADD L. Thompson #1860

DATE

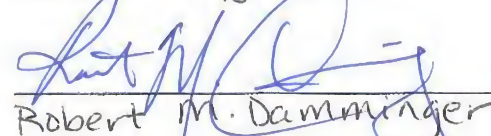
7/14/11

FOR THE EMPLOYER

  
Sean F. Dalton

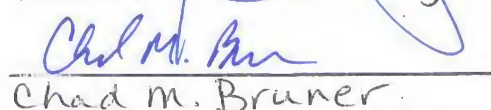
DATE

6/8/11

  
Robert M. Damminger

DATE

7/11/11

  
Chad M. Bruner

DATE

7/11/11

**SCHEDULE A**

<b><u>Investigator-Detective</u></b>	<b><u>Step</u></b>	<b><u>Salary as of 1/1/2011</u></b>
<b>Petroski</b>	<b>3</b>	<b>\$88,888</b>
<b>Palek</b>	<b>7</b>	<b>\$80,254</b>

<b><u>Investigator-Detective</u></b>	<b><u>Step/Scale</u></b>	<b><u>Salary as of 1/1/2010</u></b>
<b>Myers</b>	<b>8</b>	<b>\$75,577</b>
<b>Shaw</b>	<b>8</b>	<b>\$75,577</b>
<b>Goggin</b>	<b>5</b>	<b>\$81,783</b>
<b>Schock</b>	<b>5</b>	<b>\$81,783</b>
<b>Perticari</b>	<b>5</b>	<b>\$81,783</b>
<b>Krucinski</b>	<b>5</b>	<b>\$81,783</b>
<b>Brenner</b>	<b>5</b>	<b>\$81,783</b>
<b>Thompson</b>	<b>3</b>	<b>\$87,145</b>
<b>Wilden</b>	<b>2</b>	<b>\$91,149</b>
<b>Ferris</b>	<b>1</b>	<b>\$93,872</b>
<b>Henry</b>	<b>1</b>	<b>\$93,872</b>
<b>Perna, Sr.</b>	<b>1</b>	<b>\$93,872</b>
<b>Lick</b>	<b>1</b>	<b>\$93,872</b>
<b>Barquero</b>	<b>1</b>	<b>\$93,872</b>
<b>Johnson, Jr.</b>	<b>1</b>	<b>\$93,872</b>
<b>Kappre</b>	<b>1</b>	<b>\$93,872</b>
<b>Hemphill</b>	<b>1</b>	<b>\$93,872</b>
<b>Hoyle, III</b>	<b>1</b>	<b>\$93,872</b>
<b>Ingram</b>	<b>1</b>	<b>\$93,872</b>
<b>Danze</b>	<b>1</b>	<b>\$93,872</b>
<b>Koller, Jr.</b>	<b>1</b>	<b>\$93,872</b>